

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

Hearing Date: September 4, 2014 at 11:00 a.m.

-----X
IN RE:

CASE NO.: 12-43309-cec

Jean K. Frederic and Marie F. Frederic,

CHAPTER 7

Debtors.

Hon. Judge: Carla E. Craig

-----X
NOTICE OF MOTION FOR RELIEF FROM THE AUTOMATIC STAY

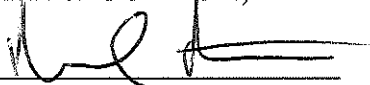
PLEASE TAKE NOTICE, that upon the application of U.S. Bank National Association as Trustee for the Certificateholders of CitiGroup Mortgage Loan Trust Inc. Asset-Backed Pass-Through Certificates Series 2007-AMC1, the undersigned shall move this Court for an Order, pursuant to 11 U.S.C. §362(d), vacating the automatic stay to permit Movant, its successors and/or assigns, to enforce its mortgage on the Debtors' premises located at 1577 East 45th Street, Brooklyn, New York 11234 and for such other and further relief as is just and proper.

This motion shall be heard at the United States Bankruptcy Court, Eastern District, 271 Cadman Plaza East, Courtroom# 3529, Brooklyn, New York, 11201 **September 4, 2014 at 11:00 a.m.**, or as soon thereafter as counsel may be heard.

PLEASE TAKE FURTHER NOTICE, that answering affidavits, if any, must be served so as to be received not later than seven (7) days before the hearing date of this motion.

Dated: Bay Shore, New York
July 21, 2014

**FRENKEL LAMBERT WEISS,
WEISMAN & GORDON, LLP**

BY: 
Richard Postiglione, Esq.
53 Gibson Street
Bay Shore, New York 11706
(631) 969-3100
Our File No.:01-050136-B02

TO: Jean K. Frederic
Debtor
1577 East 45th Street
Brooklyn, NY 11234

Marie F. Frederic
Debtor
1577 East 45th Street
Brooklyn, NY 11234

Thomas M. Denaro, Esq.
Attorney for the Debtor
1726 Edison Avenue
Bronx, NY 10461

Robert L. Geltzer
Trustee
Law Offices of Robert L. Geltzer
1556 Third Avenue, Suite 505
New York, NY 10128

Office of the United States Trustee
Eastern District of New York (Brooklyn Office)
U.S. Federal Office Building
201 Varick Street, Suite 1006
New York, NY 10014

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

-----X
IN RE:

CASE NO.: 12-43309-cec

Jean K. Frederic and Marie F. Frederic,

CHAPTER 7

Debtors.

Hon. Judge: Carla E. Craig

-----X

ORDER GRANTING RELIEF FROM THE AUTOMATIC STAY

Upon the unopposed motion of U.S. Bank National Association as Trustee for the Certificateholders of CitiGroup Mortgage Loan Trust Inc. Asset-Backed Pass-Through Certificates Series 2007-AMC1, dated July 21, 2014, seeking relief from the automatic stay and after a hearing held on September 4, 2014, this date attended by Movant's attorney Frenkel, Lambert, Weiss, Weisman & Gordon, LLP,

IT IS THEREFORE;

ORDERED, that the stay afforded by 11 U.S.C. §362(a) be, and is hereby, modified to permit U.S. Bank National Association as Trustee for the Certificateholders of CitiGroup Mortgage Loan Trust Inc. Asset-Backed Pass-Through Certificates Series 2007-AMC1, its successors and/or assigns, to pursue its rights under applicable state law with respect to the premises located at 1577 East 45th Street Brooklyn, New York 11234; and it is further

ORDERED, that the trustee be informed of any surplus monies resulting from the sale of the collateral.

Dated: Brooklyn, New York

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

-----X
In re:

Chapter 7

Jean K. Frederic and Marie F. Frederic

Case No. 12-43309-cec

Judge: Hon. Carla E. Craig

Debtors.
-----X

**MOTION FOR RELIEF FROM THE
AUTOMATIC STAY REGARDING REAL PROPERTY**

U.S. Bank National Association as Trustee for the Certificateholders of CitiGroup Mortgage Loan Trust Inc. Asset-Backed Pass-Through Certificates Series 2007-AMC1, (“Movant”) hereby moves this Court, pursuant to 11 U.S.C. § 362(d), for relief from the automatic stay with respect to certain real property of the Debtors having an address of 1577 East 45th Street, Brooklyn, New York 11234, (the “Property”), for all purposes allowed by law, the Note (defined below), the Mortgage (defined below), and applicable law, including but not limited to the right to foreclose. Attached hereto as **Exhibit A** is a background information form required by local rules. In further support of this Motion, Movant respectfully states:

1. A petition under Chapter 7 of the United States Bankruptcy Code was filed with respect to the Debtors on May 7, 2012.
2. The Debtors have executed and delivered or are otherwise obligated with respect to that certain promissory note in the original principal amount of \$403,750.00 (the “Note”). A copy of the Note is attached hereto as **Exhibit B**. Movant is an entity entitled to enforce the Note.
3. Pursuant to the certain Mortgage (the “Mortgage”), all obligations (collectively, the “Obligations”) of the Debtors under and with respect to the Note and Mortgage are secured by the Property. A copy of the Mortgage is attached hereto as **Exhibit C**.
4. All rights and remedies under the Mortgage have been assigned to the Movant pursuant to that certain assignment of Mortgage, a copy of which is attached hereto as **Exhibit D**.

5. As of July 14, 2014, the outstanding amount of the Obligations less any partial payments or suspense balance is \$512,981.01.

6. The estimated market value of the Property is \$372,800.00. The basis for such valuation is "Schedule D" A copy of "Schedule D" is attached hereto as **Exhibit E**.

7. Cause exists for relief from the automatic stay for the following reasons:

(a) Pursuant to 11 U.S.C. § 362(d)(2)(A), Debtors have no equity in the Property; and pursuant to § 362(d)(2)(B), the Property is not necessary for an effective reorganization.

WHEREFORE, Movant prays that this Court issue an Order terminating or modifying the stay and granting the following:

1. Relief from the stay for all purposes allowed by law, the Note, the Mortgage and applicable law, including but not limited to allowing Movant and any successor or assigns to proceed under applicable non-bankruptcy law to enforce its remedies to foreclose upon and obtain possession of the Property.

2. That the Order be binding and effective despite any conversion of this bankruptcy case to another case under any other chapter of Title 11 of the United States Code.

3. For such other relief as the Court deems proper.

Dated: Bay Shore, New York

July 21, 2014

Respectfully submitted,

Frenkel, Lambert, Weiss, Weisman & Gordon, LLP

BY: 

Richard Postiglione, Esq.

53 Gibson Street

Bay Shore, New York 11706

(631) 969-3100

Our File No.: 01-050136-B01

EXHIBIT

A

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

-----X
In re:

Jean K. Frederic and
Marie F. Frederic

CASE No. 1-12-43309-cec

CHAPTER 7

Debtor(s).
-----X

**RELIEF FROM STAY - REAL ESTATE AND
COOPERATIVE APARTMENTS**

BACKGROUND INFORMATION

1. ADDRESS OF REAL PROPERTY OR COOPERATIVE APARTMENT:

1577 East 45th St.
Brooklyn, NY 11234

2. LENDER NAME:

U.S. Bank National Association as Trustee for the Certificateholders of CitiGroup
Mortgage Loan Trust Inc. Asset-Backed Pass-Through Certificates Series 2007-AMC1

3. MORTGAGE DATE:

09/26/2006

4. POST-PETITION PAYMENT ADDRESS:

Bank Of America, N.A.
7105 Corporate Drive
Plano, TX 75024

DEBT AND VALUE REPRESENTATIONS

**5. TOTAL PRE-PETITION AND POST-PETITION INDEBTEDNESS OF DEBTOR(S) TO MOVANT AS OF THE
MOTION FILING DATE: \$ 512,981.01 *As of 7/14/2014
(THIS MAY NOT BE RELIED UPON AS A "PAYOFF" QUOTATION.)**

**6. MOVANT'S ESTIMATED MARKET VALUE OF THE REAL PROPERTY OR COOPERATIVE APARTMENT
AS OF THE MOTION FILING DATE: \$ 372,800.00**

7. SOURCE OF ESTIMATED MARKET VALUE: Schedule "A"

STATUS OF THE DEBT AS OF THE PETITION DATE

8. DEBTOR(S)'S INDEBTEDNESS TO MOVANT AS OF THE PETITION DATE:

A. TOTAL:	\$ <u>438,102.96</u>
B. PRINCIPAL:	\$ <u>403,026.87</u>
C. INTEREST:	\$ <u>31,899.47</u>
D. ESCROW (TAXES AND INSURANCE):	\$ <u>1,961.34</u>
E. FORCED PLACED INSURANCE EXPENDED BY MOVANT:	\$ <u>0.00</u>
F. PRE-PETITION ATTORNEYS' FEES CHARGED TO DEBTOR(S):	\$ <u>660.00</u>
G. PRE-PETITION LATE FEES CHARGED TO DEBTOR(S):	\$ <u>0.00</u>

9. CONTRACT INTEREST RATE: 6.69%

(IF THE INTEREST RATE HAS CHANGED, LIST THE RATE(S) AND DATE(S) THAT EACH RATE WAS IN EFFECT ON A SEPARATE SHEET AND ATTACH THE SHEET AS AN EXHIBIT TO THIS FORM. STATE THE EXHIBIT NUMBER HERE: ____.)

10. OTHER PRE-PETITION FEES, CHARGES OR AMOUNTS CHARGED TO DEBTOR(S)'S ACCOUNT AND NOT LISTED ABOVE:

Inspections: \$285.28, Attorney Costs: \$270.00

(IF ADDITIONAL SPACE IS REQUIRED, LIST THE AMOUNT(S) ON A SEPARATE SHEET AND ATTACH THE SHEET AS AN EXHIBIT TO THIS FORM. STATE THE EXHIBIT NUMBER HERE: ____.)

AMOUNT OF POST-PETITION DEFAULT AS OF THE MOTION FILING DATE

11. DATE OF RECEIPT OF LAST PAYMENT: 9/15/2011

12. NUMBER OF PAYMENTS DUE FROM PETITION DATE TO MOTION FILING DATE: 26 PAYMENTS.

*As of 7/14/2014

13. POST-PETITION PAYMENTS IN DEFAULT:

*Please see attached for remainder of payments in default. Totals below do not include amounts from attachment.

PAYMENT DUE DATE	AMOUNT DUE	AMOUNT RECEIVED	AMOUNT APPLIED TO PRINCIPAL	AMOUNT APPLIED TO INTEREST	AMOUNT APPLIED TO ESCROW	LATE FEE CHARGED
6/1/2012	2,580.64	0.00				
7/1/2012	2,580.64	0.00				
8/1/2012	2,961.17	0.00				
9/1/2012	2,961.17	0.00				
10/1/2012	2,961.17	0.00				
11/1/2012	2,961.17	0.00				
12/1/2012	2,961.17	0.00				
TOTAL:	\$ 19,967.13	\$ 0.00	\$	\$	\$	\$

14. OTHER POST-PETITION FEES CHARGED TO DEBTOR(S):

A. TOTAL: \$ 926.00

B. ATTORNEYS' FEES IN CONNECTION WITH THIS MOTION: \$ 750.00

C. FILING FEE IN CONNECTION WITH THIS MOTION: \$ 176.00

D. OTHER POST-PETITION ATTORNEYS' FEES: \$ 0.00

E. POST-PETITION INSPECTION FEES: \$ 0.00

F. POST-PETITION APPRAISAL/BROKER'S PRICE OPINION FEES \$ 0.00

G. FORCED PLACED INSURANCE EXPENDED BY MOVANT: \$ 0.00

15. AMOUNT HELD IN SUSPENSE BY MOVANT: \$ 0.00

16. OTHER POST-PETITION FEES, CHARGES OR AMOUNTS CHARGED TO DEBTOR(S)'S ACCOUNT AND NOT LISTED ABOVE:

(IF ADDITIONAL SPACE IS REQUIRED, LIST THE AMOUNT(S) ON A SEPARATE SHEET AND ATTACH THE SHEET AS AN EXHIBIT TO THIS FORM. STATE THE EXHIBIT NUMBER HERE: ____.)

REQUIRED ATTACHMENTS TO MOTION

PLEASE ATTACH THE FOLLOWING DOCUMENTS TO THIS MOTION AND INDICATE THE EXHIBIT NUMBER ASSOCIATED WITH EACH DOCUMENT.

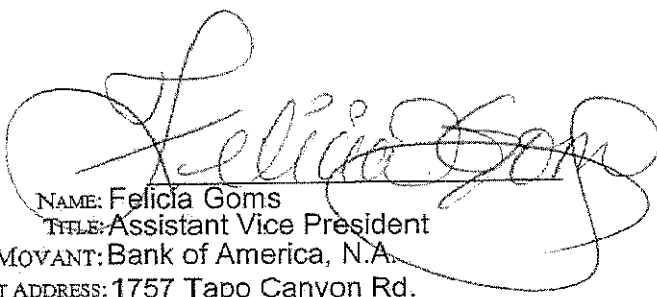
- (1) COPIES OF DOCUMENTS THAT ESTABLISH MOVANT'S INTEREST IN THE SUBJECT PROPERTY. FOR PURPOSES OF EXAMPLE ONLY, THIS MAY BE A COMPLETE AND LEGIBLE COPY OF THE PROMISSORY NOTE OR OTHER DEBT INSTRUMENT TOGETHER WITH A COMPLETE AND LEGIBLE COPY OF THE MORTGAGE AND ANY ASSIGNMENTS IN THE CHAIN FROM THE ORIGINAL MORTGAGEE TO THE CURRENT MOVING PARTY. (EXHIBIT B,C&D.)
- (2) COPIES OF DOCUMENTS THAT ESTABLISH MOVANT'S STANDING TO BRING THIS MOTION. (EXHIBIT ____.)
- (3) COPIES OF DOCUMENTS THAT ESTABLISH THAT MOVANT'S INTEREST IN THE REAL PROPERTY OR COOPERATIVE APARTMENT WAS PERFECTED. FOR THE PURPOSES OF EXAMPLE ONLY, THIS MAY BE A COMPLETE AND LEGIBLE COPY OF THE FINANCING STATEMENT (UCC-1) FILED WITH THE CLERK'S OFFICE OR THE REGISTER OF THE COUNTY IN WHICH THE PROPERTY OR COOPERATIVE APARTMENT IS LOCATED. (EXHIBIT ____.)

DECLARATION AS TO BUSINESS RECORDS

I, Felicia Goms, THE Assistant Vice President OF Bank of America, N.A., THE MOVANT HEREIN, DECLARE PURSUANT TO 28 U.S.C. SECTION 1746 UNDER PENALTY OF PERJURY THAT THE INFORMATION PROVIDED IN THIS FORM AND ANY EXHIBITS ATTACHED HERETO (OTHER THAN THE TRANSACTIONAL DOCUMENTS ATTACHED AS REQUIRED BY PARAGRAPHS 1, 2, AND 3, ABOVE) IS DERIVED FROM RECORDS THAT WERE MADE AT OR NEAR THE TIME OF THE OCCURRENCE OF THE MATTERS SET FORTH BY, OR FROM INFORMATION TRANSMITTED BY, A PERSON WITH KNOWLEDGE OF THOSE MATTERS; THAT THE RECORDS WERE KEPT IN THE COURSE OF THE REGULARLY CONDUCTED ACTIVITY; AND THAT THE RECORDS WERE MADE IN THE COURSE OF THE REGULARLY CONDUCTED ACTIVITY AS A REGULAR PRACTICE.

I FURTHER DECLARE THAT COPIES OF ANY TRANSACTIONAL DOCUMENTS ATTACHED TO THIS FORM AS REQUIRED BY PARAGRAPHS 1, 2, AND 3, ABOVE, ARE TRUE AND CORRECT COPIES OF THE ORIGINAL DOCUMENTS.

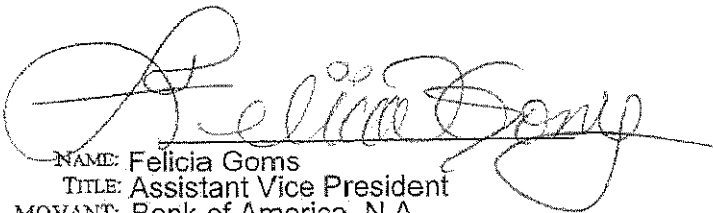
EXECUTED AT Simi Valley, California
ON THIS 18th DAY OF July, 2014


NAME: Felicia Goms
TITLE: Assistant Vice President
MOVANT: Bank of America, N.A.
STREET ADDRESS: 1757 Tapo Canyon Rd.
CITY, STATE AND ZIP CODE: Simi Valley, CA 93063

DECLARATION

I, Felicia Goms, THE Assistant Vice President OF Bank of America, N.A., THE MOVANT HEREIN, DECLARE PURSUANT TO 28 U.S.C. SECTION 1746 UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT BASED ON PERSONAL KNOWLEDGE OF THE MOVANT'S BOOKS AND BUSINESS RECORDS.

EXECUTED AT Simi Valley, California
ON THIS 18th DAY OF July, 2014


NAME: Felicia Goms
TITLE: Assistant Vice President
MOVANT: Bank of America, N.A.
STREET ADDRESS: 1757 Tapo Canyon Rd.
CITY, STATE AND ZIP CODE: Simi Valley, California 93063

EXHIBIT

B

FIXED RATE INTEREST ONLY NOTE**THIS LOAN HAS A PREPAYMENT PENALTY PROVISION.**September 28, 2006
(Date)White Plains
(City)NY
(State)1577 EAST 45TH STREET, BROOKLYN, NY 11234
(Property Address)**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 403,750.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Argent Mortgage Company, LLC.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 6.690 %. The interest rate required by this Section 2 is the rate I will pay before and after any default described in Section 6(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will make a payment every month. This payment will be for interest only for the first 60 months, and then will consist of principal and interest.

I will make my monthly payments on the first day of each month beginning on **November 1, 2006**.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date, and if the payment includes both principal and interest it will be applied to interest before principal. If, on **October 1, 2036**, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at: **505 City Parkway West, Suite 100, Orange, CA 92868** or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payments will be in the amount of U.S. \$ 2,250.91 for the first 60 months of this Note, and thereafter will be in the amount of U.S. \$ 2,774.28. This monthly payment may change if I make any partial prepayment as set forth in Section 4 of this Note. The Note Holder will notify me prior to the date of any change in monthly payment.

4. BORROWER'S RIGHT TO PREPAY

I may make payments of principal at anytime before they are due (a "Prepayment") subject to the provisions of this Section 4. When I make a Prepayment the Note Holder may apply my Prepayment to any accrued and unpaid interest before applying my Prepayment to reduce the Principal amount of the Note. If I make a Prepayment there will be no change in the due date of my monthly payments unless the Note Holder agrees in writing to such change. If a partial Prepayment is made during the period when any monthly payment consists only of interest, the amount of the monthly payment will decrease for the remainder of the interest only period as well as during the period when monthly payments include both principal and interest. If the partial prepayment is made during the period when my payments consist of principal and interest, the amount of my monthly payment will not decrease, however, the principal and interest required under this Note will be repaid prior to the Maturity Date.

If within the first 1 year(s) from the date of execution of the Mortgage, Deed of Trust or Security Deed which secures this Note, I prepay in any 12 month period an amount exceeding 20% of the original principal balance under this Note, I will pay a prepayment charge to Note Holder equal to six (6) months advance interest on the amount prepaid in excess of 20% of the original principal balance under this Note.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then; (i) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of **fifteen** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **2.000** % of my overdue payment of interest or principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed me.

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. These expenses include, for example, reasonable attorney's fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety, or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

AGREEMENTS ABOUT LENDER'S RIGHTS IF THE PROPERTY IS SOLD OR TRANSFERRED

Lender may require immediate payment in full of all Sums Secured by this Security Instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior written permission. Lender may also require immediate payment in full if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person. However, Lender shall not require immediate payment in full if this is prohibited by federal law on the date of this Security Instrument.

If Lender requires immediate payment in full under this Paragraph, Lender will give me a notice which states this requirement. This notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is mailed or delivered. If I do not make the required payment during that period, Lender may act to enforce its rights under this Security Instrument without giving me any further notice or demand for payment.

WITNES THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

Jean Frederic (Seal)
Borrower: JEAN FREDERIC
SSN: [REDACTED]

Marie Frederic (Seal)
Borrower: MARIE FREDERIC
SSN: [REDACTED]

Borrower: _____ (Seal)
SSN: _____

Borrower: _____ (Seal)
SSN: _____

PAY TO THE ORDER OF
WITHOUT RECOURSE
ARGENT MORTGAGE COMPANY, LLC

BY: *Sam Marzouk*
SAM MARZOUK, PRESIDENT

2 of 2

BY: *Gregory E. Hanson*
GREGORY E. HANSON, C.F.O.

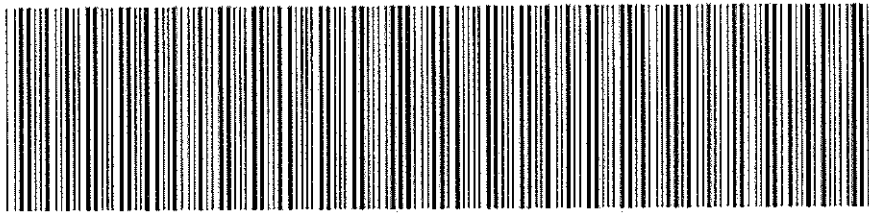
09/26/2006 1:14:39 PM

EXHIBIT

C

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.


2006100600715002001EA155
RECORDING AND ENDORSEMENT COVER PAGE
PAGE 1 OF 20
Document ID: 2006100600715002
Document Date: 09-26-2006
Preparation Date: 10-06-2006
Document Type: MORTGAGE
Document Page Count: 18
PRESENTER:

JUNCTION ABSTRACT, INC.
AS AGENT FOR UNITED GENERAL TITLE INS.
CO.
2182 FLATBUSH AVENUE XI1119 /GC
BROOKLYN, NY 11234
718-434-2000

RETURN TO:

ARGENT MORTGAGE COMPANY, LLC
C/O NATIONWIDE TITLE CLEARING, INC.
2100 ALT 19 NORTH
PALM HARBOR, FL 34683

PROPERTY DATA

Borough	Block	Lot	Unit	Address
BROOKLYN	7843	23	Entire Lot	1577 EAST 45TH STREET
Property Type: DWELLING ONLY - 2 FAMILY				

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES
MORTGAGER/BORROWER:

JEAN FREDERIC
1577 EAST 45TH STREET
BROOKLYN, NY 11234

MORTGAGEE/LENDER:

ARGENT MORTGAGE COMPANY, LLC
3 PARK PLAZA 10TH FLOOR
IRVINE, CA 92614

☒ Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage		Recording Fee: \$	127.00
Mortgage Amount:	\$	403,750.00	Affidavit Fee: \$ 0.00
Taxable Mortgage Amount:	\$	403,750.00	NYC Real Property Transfer Tax Filing Fee:
Exemption:			\$ 0.00
TAXES: County (Basic):	\$	2,018.50	NYS Real Estate Transfer Tax:
City (Additional):	\$	4,037.00	\$ 0.00
Spec (Additional):	\$	0.00	
TASF:	\$	1,009.25	
MTA:	\$	1,181.10	
NYCTA:	\$	0.00	
Additional MRT:	\$	0.00	
TOTAL:	\$	8,245.85	

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

Recorded/Filed 10-16-2006 17:04

City Register File No.(CRFN):

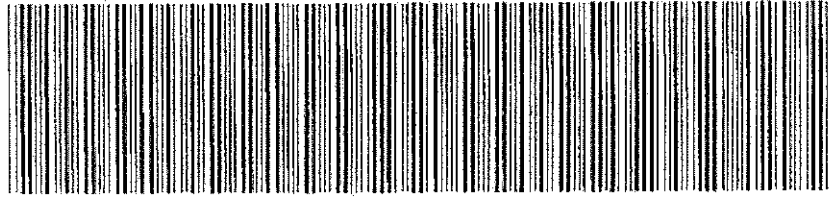
2006000578309



Annette McMill

City Register Official Signature

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2006100600715002001CA3D5

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 20

Document ID: 2006100600715002

Document Date: 09-26-2006

Preparation Date: 10-06-2006

Document Type: MORTGAGE

PARTIES

MORTGAGER/BORROWER:

MARIE FREDERIC
1577 EAST 45TH STREET
BROOKLYN, NY 11234

1. Lender
Argent Mortgage Company, LLC
Nationwide Title Clearing, Inc.
11111 North
Avenue, FL 34683

2. Borrower
By: Argent Mortgage Company, LLC
3 Park
Avenue, Suite 1000
Plains, NY 10604

XJ 1119
5-3
B-7843
L-23
Kings County

(Space Above This Line For Recording Data)

MORTGAGE

WORDS USED OFTEN IN THIS DOCUMENT

1. "Security Instrument." This document, which is dated September 26, 2006
together with all Riders to this document, will be called the "Security Instrument."
2. "Borrower." JEAN and MARIE FREDERIC, Husband and Wife

^A
Frederic

3. "Address." 1577 EAST 45TH STREET, BROOKLYN, NY 11234

sometimes will be called "Borrower" and sometimes simply "I" or "me."

4. "Lender." Argent Mortgage Company, LLC

5. "Borrower." Lender is a corporation or association which exists under the laws of
California. Lender's address is 3 Park Plaza - 10th Floor
Berkeley, CA 94714

NEW YORK - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3033 1/01

006-01NY 1005

006-01NY 1005

(Initials)

006-01NY 1005 (2001/02) 1/01

09/26/2006 1:14:39 PM

006-01NY 1005-2005 Rev. 1

(d) "Note." The note signed by Borrower and dated September 26, 2006, will be called "Note." The Note shows that I owe Lender four hundred three thousand seven hundred fifty and 00/100

Dollars (U.S. \$403,750.00)

) plus interest

(e) The amounts that may be payable, I have promised to pay this debt in Periodic Payments and to pay the Note in full by October 1, 2036.

(f) "Property." The property that is described below in the section titled "Description of the Property," shall be the "Property."

(g) "Loan." The "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and other charges due under the Note, and all sums due under this Security Instrument, plus interest.

(h) "Sums Secured." The amounts described below in the section titled "Borrower's Transfer to Lender of Rights in the Property" sometimes will be called the "Sums Secured."

(i) "Riders." All Riders attached to this Security Instrument that are signed by Borrower will be called "Riders." The following Riders are to be signed by Borrower (check box as applicable):

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(j) "Applicable Law." All controlling applicable federal, state and local statutes, regulations, ordinances, and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable, judicial opinions will be called "Applicable Law."

(k) "Community Association Dues, Fees, and Assessments." All dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization will be called "Community Association Dues, Fees, and Assessments."

(l) "Electronic Funds Transfer." "Electronic Funds Transfer" means any transfer of money, other than check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic terminal, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Some common examples of an Electronic Funds Transfer are point-of-sale transfers (where a card such as an asset or debit card is used at a merchant), automated teller machine (or ATM) transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(m) "Escrow Items." Those items that are described in Section 3 will be called "Escrow Items."

(n) "Miscellaneous Proceeds." "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than Insurance Proceeds, as defined in, and paid under the coverage described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) Condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of Condemnation or sale to avoid Condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property. A taking of the Property by any governmental authority by eminent domain is known as "Condemnation."

(o) "Mortgage Insurance." "Mortgage Insurance" means insurance protecting Lender against the non-payment of, or default on, the Loan.

(p) "Periodic Payment." The regularly scheduled amount due for (i) principal and interest under the Note, and (ii) any amounts under Section 3 will be called "Periodic Payment."

(q) "RESPA." "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

006-02NY (05/2005) Rev.01

Page 2 of 17

09/26/2006 14:39

Form 3033 1/01

Borrower's Transfer to Lender of Rights in the Property

I mortgage, grant and convey the Property to Lender subject to the terms of this Security Instrument. I agree that, by signing this Security Instrument, I am giving Lender those rights that are set forth in this Security Instrument and also those rights that Applicable Law gives to lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses that may result if I fail to:

- (a) pay all the amounts that I owe Lender as stated in the Note including, but not limited to, all renewals, extensions and modifications of the Note;
- (b) pay, with interest, any amounts that Lender spends under this Security Instrument to protect the value of the Property and Lender's rights in the Property; and
- (c) keep all of my other promises and agreements under this Security Instrument and the Note.

Description of the Property

I give Lender rights in the Property described in (A) through (G) below:

(A) The Property which is located at 1577 EAST 45TH STREET [Street]
 BROOKLYN [City, Town or Village], New York 11234 [Zip Code].
 The Property is in KINGS County. It has the following legal description: EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF:

- (B) All buildings and other improvements that are located on the Property described in subsection (A) of this section;
- (C) All rights in other property that I have as owner of the Property described in subsection (A) of this section. These rights are known as "easements and appurtenances attached to the Property;"
- (D) All rights that I have in the land which lies in the streets or roads in front of, or next to, the Property described in subsection (A) of this section;
- (E) All fixtures that are now or in the future will be on the Property described in subsections (A) and (B) of this section;
- (F) All of the rights and property described in subsections (B) through (E) of this section that I acquire in the future; and
- (G) All replacements of or additions to the Property described in subsections (B) through (F) of this section and all Insurance Proceeds for loss or damage to, and all Miscellaneous Proceeds of the Property described in subsections (A) through (F) of this section.

DP-6(NY) (2005)

Page 3 of 17

09/26/2006 14:39 PM Form 3033 1/01

BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property, except for those which are of public record.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses or claims Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such person.

PLAIN LANGUAGE SECURITY INSTRUMENT

This Security Instrument contains promises and agreements that are used in real property security instruments all over the country. It also contains other promises and agreements that vary in different parts of the country. My promises and agreements are stated in "plain language."

COVENANTS

I promise and I agree with Lender as follows:

1. **Borrower's Promise to Pay.** I will pay to Lender on time principal and interest due under the Note, and any prepayment, late charges and other amounts due under the Note. I will also pay all amounts due to Lender under Section 3 of this Security Instrument.

Payments due under the Note and this Security Instrument shall be made in U.S. currency. If any of my payments by check or other payment instrument is returned to Lender unpaid, Lender may require my payments be made by: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, drawn upon an institution whose deposits are insured by a federal agency, instrumentality, agency; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location required in the Note, or at another location designated by Lender under Section 15 of this Security Instrument. Lender may return or accept any payment or partial payment if it is for an amount that is less than the amount that is then due. If Lender accepts a lesser payment, Lender may refuse to accept a lesser payment that I may make in the future and does not waive any of its rights. Lender is not obligated to apply such lesser payments when it accepts such payments. If interest on principal accrues as if all Periodic Payments had been paid when due, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until I make payments to bring the Loan current. If I do not do so within a reasonable period of time, Lender will either apply such funds or return them to me. In the event of foreclosure, any unapplied funds will be applied to the outstanding principal balance immediately prior to foreclosure. No offset or claim which I might have in the future against Lender will relieve me from making payments due under the Note and this Security Instrument or keeping all of my other promises and agreements secured by this Security Instrument.

2. **Application of Borrower's Payments and Insurance Proceeds.** Unless Applicable Law or this Section 2 requires otherwise, Lender will apply each of my payments that Lender accepts in the following order:

1. to pay interest due under the Note;
 2. to pay principal due under the Note; and
 3. to pay the amounts due Lender under Section 3 of this Security Instrument.
- My payments will be applied to each Periodic Payment in the order in which it became due. Any remaining amounts will be applied as follows:
1. to pay any late charges;
 2. to pay any other amounts due under this Security Instrument; and
 3. to reduce the principal balance of the Note.

If Lender receives a payment from me for a late Periodic Payment which includes a sufficient amount to pay my late charge due, the payment may be applied to the late Periodic Payment and the late charge. If more than one Periodic Payment is due, Lender may apply any payment received from me: First, to the payment of the Periodic Payments that are due if, and to the extent that, each payment can be paid in full; Next, to the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due.

Voluntary prepayments will be applied as follows: First, to any prepayment charges; and Next, as indicated in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under this Note will not extend or postpone the due date of the Periodic Payments or change the amount of those payments.

3. Monthly Payments For Taxes And Insurance.

(a) Borrower's Obligations

I will pay to Lender all amounts necessary to pay for taxes, assessments, water charges, sewer rents and other similar charges, ground leasehold payments or rents (if any), hazard or property insurance covering the Property, flood insurance (if any), and any required Mortgage Insurance, or a loss reserve as provided in Section 10 in the place of Mortgage Insurance. Each Periodic Payment will include an amount applied toward payment of the following items which are called "Escrow Items:"

(1) The taxes, assessments, water charges, sewer rents and other similar charges, on the Property which under Applicable Law may be superior to this Security Instrument as a lien on the Property. Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a lien.

(2) The leasehold payments or ground rents on the Property (if any);

(3) The premium for any and all insurance required by Lender under Section 5 of this Security Instrument;

(4) The premium for Mortgage Insurance (if any);

(5) The amount I may be required to pay Lender under Section 10 of this Security Instrument instead of the payment of the premium for Mortgage Insurance (if any); and

(6) If required by Lender, the amount for any Community Association Dues, Fees and Assessments.

After signing the Note, or at any time during its term, Lender may include these amounts as Escrow Items. The monthly payment I will make for Escrow Items will be based on Lender's estimate of the initial amount required.

I will pay all of these amounts to Lender unless Lender tells me, in writing, that I do not have to do so or unless Applicable Law requires otherwise. I will make these payments on the same day that my Periodic Payments of principal and interest are due under the Note.

The amounts that I pay to Lender for Escrow Items under this Section 3 will be called "Funds." I will pay to Lender the Funds for Escrow Items unless Lender waives my obligation to pay the Funds for any or all Escrow Items. Lender may waive my obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver must be in writing. In the event of such waiver, I will pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, will promptly send to Lender receipts showing such payment within such time period as Lender may require. My obligation to make such payments and to provide receipts will be considered to be a promise and agreement contained in this Security Instrument, as the phrase "promises and agreements" is used in Section 9 of this Security Instrument. If I am obligated to pay Escrow Items directly, pursuant to a waiver, and I fail to pay the amount due for an Escrow Item, Lender may pay that amount and I will then be obligated under Section 9 of this Security Instrument to repay to Lender. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 of this Security Instrument and, upon the revocation, I will pay to Lender all Funds, and in amounts, that are then required under this Section 3.

I promise to promptly send to Lender any notices that I receive of Escrow Item amounts to be paid. Lender will estimate from time to time the amount of Escrow Funds I will have to pay by using existing assessments and bills and reasonable estimates of the amount I will have to pay for Escrow Items in the future, unless Applicable Law requires Lender to use another method for determining the amount I am to pay.

Lender may, at any time, collect and hold Escrow Funds in an amount sufficient to permit Lender to apply the Escrow Funds at the time specified under RESPA. Applicable Law puts limits on the total amount of Escrow Funds Lender can at any time collect and hold. This total amount cannot be more than the maximum amount a lender could require under RESPA. If there is another Applicable Law that imposes a lower limit on the total amount of Escrow Funds Lender can collect and hold, Lender will be limited to the lower amount.

(b) Lender's Obligations.

Lender will keep the Escrow Funds in a savings or banking institution which has its deposits insured by a federal agency, instrumentality, or entity, or in any Federal Home Loan Bank. If Lender is such a savings or banking institution, Lender may hold the Escrow Funds. Lender will use the Escrow Funds to pay the Escrow Items no later than the time allowed under RESPA or other Applicable Law. Lender will give me, without charge, an annual accounting of the Escrow Funds. That accounting will show all charges to and deductions from the Escrow Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Escrow Funds, for using the Escrow Funds to pay Escrow Items, for making a yearly analysis of my payment of Escrow Funds or for receiving, or for reviewing and totaling assessments and bills. However, Lender may charge me for these services if Lender charges me interest on the Escrow Funds and if Applicable Law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Escrow Funds unless either (1) Lender and I agree in writing that Lender will pay interest on the Escrow Funds, or (2) Applicable Law requires Lender to pay interest on the Escrow Funds.

(c) Adjustments to the Escrow Funds.

Under Applicable Law, there is a limit on the amount of Escrow Funds Lender may hold. If the amount of Escrow Funds held by Lender exceeds this limit, then there will be an excess amount and RESPA requires Lender to account to me in a special manner for the excess amount of Escrow Funds.

If, at any time, Lender has not received enough Escrow Funds to make the payments of Escrow Items when the payments are due, Lender may tell me in writing that an additional amount is necessary. I will agree. Lender whatever additional amount is necessary to pay the Escrow Items when the payments are due. The number of payments will not be more than 12.

When I have paid all of the Sums Secured, Lender will promptly refund to me any Escrow Funds that are then being held by Lender.

4. Borrower's Obligation to Pay Charges, Assessments and Claims. I will pay all taxes, assessments, water charges, sewer rents and other similar charges, and any other charges and fines that may be imposed on the Property and that may be superior to this Security Instrument. I will also make ground rents or payments due under my lease if I am a tenant on the Property and Community Association Fees, Fees and Assessments (if any) due on the Property. If these items are Escrow Items, I will do this by making the payments as described in Section 3 of this Security Instrument. In this Security Instrument, the word "Person" means any individual, organization, governmental authority or other party.

I will promptly pay or satisfy all liens against the Property that may be superior to this Security Instrument. However, this Security Instrument does not require me to satisfy a superior Lien if: (a) I agree in writing, to pay the obligation which gave rise to the superior Lien and Lender approves the way in which I agree to pay that obligation, but only so long as I am performing such agreement; (b) in good faith, I argue or defend against the superior Lien in a lawsuit so that in Lender's opinion, during the lawsuit, the superior Lien may not be enforced, but only until the lawsuit ends; or (c) I secure from the holder of that other Lien an agreement, approved in writing by Lender, that the Lien of this Security

the Lien is superior to the Lien held by that Person. If Lender determines that any part of the Property is subject to a superior Lien, Lender may give Borrower a notice identifying the superior Lien. Within 10 days of the date on which the notice is given, Borrower shall pay or satisfy the superior Lien or take one or more of the actions mentioned in this Section 4.

Lender also may require me to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with the Loan, unless Applicable Law does not permit Lender to impose such a charge.

5. Borrower's Obligation to Maintain Hazard Insurance or Property Insurance. I will obtain and maintain property insurance to cover all buildings and other improvements that now are, or in the future will be, located on the Property. The insurance will cover loss or damage caused by fire, hazards normally covered by "Extended Coverage" hazard insurance policies, and any other hazards for which Lender requires coverage, including, but not limited to earthquakes and floods. The insurance will be in the amounts (including, but not limited to, deductible levels) and for the periods of time required by Lender. While Lender requires under the last sentence can change during the term of the Loan, I may choose the insurance company, but my choice is subject to Lender's right to disapprove. Lender may not disapprove my choice unless the disapproval is reasonable. Lender may require me to pay either (a) a one-time charge for flood zone determination, certification and tracking services, or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect the flood zone determination or certification. If I disagree with the flood zone determination, I may request the Federal Emergency Management Agency to review the flood zone determination and I promise to pay any fees charged by the Federal Emergency Management Agency for the review.

If I fail to maintain any of the insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and my expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage will cover Lender, but might or might not protect me, my equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. I acknowledge that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that I could have obtained. All amounts disbursed by Lender under this Section 5 will become my additional debt secured by this Security Instrument. These amounts will bear interest at the interest rate set forth in the Note from the date of disbursement and will be payable with such interest, upon notice from Lender to me requesting payment.

All of the insurance policies and renewals of those policies will include what is known as a "Standard Mortgage Clause" to protect Lender and will name Lender as mortgagee and/or as an additional loss payee. The form of all policies and renewals will be acceptable to Lender. Lender will have the right to hold the policies and renewal certificates. If Lender requires, I will promptly give Lender all receipts or paid statements and renewal notices that I receive.

If I obtain any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy will include a Standard Mortgage Clause and will name Lender as mortgagee and/or as an additional loss payee.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company for loss or damage to the Property is called "Insurance Proceeds." Unless Lender and I otherwise agree in writing, any Insurance Proceeds, whether or not the underlying insurance was required by Lender, will be used to repair or to restore the damaged Property unless: (a) it is not economically feasible to make the repairs or restoration; (b) the use of the Insurance Proceeds for that purpose would lessen the protection given to Lender by this Security Instrument; or (c)

I, [redacted], and I have agreed in writing not to use the Insurance Proceeds for that purpose. During the period that any repairs or restorations are being made, Lender may hold any Insurance Proceeds until it has had an opportunity to inspect the Property to verify that the repair work has been completed to Lender's satisfaction. However, this inspection will be done promptly. Lender may make payments for the repairs and restorations in a single payment or in a series of progress payments as the work is completed. Unless [redacted] and I agree otherwise in writing or unless Applicable Law requires otherwise, Lender is not required to pay me any interest or earnings on the Insurance Proceeds. I will pay for any public adjusters or third parties that I hire, and their fees will not be paid out of the Insurance Proceeds. If the repair or restoration is not economically feasible or if it would lessen Lender's protection under this Security Instrument, then the Insurance Proceeds will be used to reduce the amount that I owe to Lender under this Security Instrument. Such Insurance Proceeds will be applied in the order provided for in Section 2. If any Insurance Proceeds remain after the amount that I owe to Lender has been paid in full, the remaining Insurance Proceeds will be paid to me.

If I abandon the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If I do not answer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim, Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 of this Security Instrument or otherwise, I give Lender my rights to any Insurance Proceeds in an amount not greater than the amounts unpaid under the Note and this Security Instrument. I also give Lender any other rights (other than the right to any refund of unearned premiums that I paid) under all insurance policies covering the Property, if the rights are applicable to the coverage of the Property. Lender may use the Insurance Proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Borrower's Obligations to Occupy The Property. I will occupy the Property and use the Property as my principal residence within 60 days after I sign this Security Instrument. I will continue to occupy the Property and to use the Property as my principal residence for at least one year. The one-year period will begin when I first occupy the Property. However, I will not have to occupy the Property and use the Property as my principal residence within the time frames set forth above if Lender agrees in writing that I do not have to do so. Lender may not refuse to agree unless the refusal is reasonable. I also agree not to have to occupy the Property and use the Property as my principal residence within the time frames set forth above if extenuating circumstances exist which are beyond my control.

7. Borrower's Obligations to Maintain And Protect The Property And to Fulfill Any Lease Obligations.

(a) Maintenance and Protection of the Property.

I will not destroy, damage or harm the Property, and I will not allow the Property to deteriorate. Whether or not I am residing in the Property, I will keep the Property in good repair so that it will not deteriorate or decrease in value due to its condition. Unless it is determined under Section 5 of this Security Instrument that repair is not economically feasible, I will promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or Condemnation (as defined in the definition of Voluntary Proceeds) proceeds are paid because of loss or damage to, or Condemnation of, the Property, I will repair or restore the Property only if Lender has released those proceeds for such purposes. Lender may pay for the repairs and restoration out of proceeds in a single payment or in a series of progress payments as the work is completed. If the insurance or Condemnation proceeds are not sufficient to repair or restore the Property, I promise to pay for the completion of such repair or restoration.

(b) Lender's Inspection of Property.

Lender, and others authorized by Lender, may enter on and inspect the Property. They will do so in a reasonable manner and at reasonable times. If it has a reasonable purpose, Lender may inspect the inside of the home or other improvements on the Property. Before or at the time an inspection is made, Lender will give me notice stating a reasonable purpose for such interior inspection.

Mortgage again becomes available through an insurer selected by Lender; (b) such Mortgage Insurance is maintained; (c) Lender requires separately designated payments toward the premiums for Mortgage Insurance; and (d) the Mortgage Insurance coverage is in the amount and for the period of time required by

If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separate payments toward the premiums for Mortgage Insurance, I will pay the Mortgage Insurance premiums, or the Loss Reserve payments, until the requirement for Mortgage Insurance ends according to any written agreement between Lender and me providing for such termination or until termination of Mortgage Insurance is required by Applicable Law. Lender may require me to pay the premiums, or the Loss Reserve payments, in the manner described in Section 3 of this Security Instrument. Nothing in this Section 10 will affect my obligation to pay interest at the rate provided in the Note.

A Mortgage Insurance policy pays Lender (or any entity that purchases the Note) for certain losses if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance policy.

Mortgage insurers assess their total risk on all Mortgage Insurance from time to time. Mortgage insurers may enter into agreements with other parties to share or change their risk, or to reduce losses. These agreements are based on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include Mortgage Insurance premiums).

As a result of these agreements, Lender, any owner of the Note, another insurer, any reinsurer, or another entity may receive (directly or indirectly) amounts that come from a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or changing the mortgage insurer's risk, or reducing losses. If these agreements provide that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." It also should be understood that: (a) any of these agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. These agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to a refund; and (b) any of these agreements will not affect the rights Borrower has - if any - regarding Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right (a) to receive certain disclosures, (b) to request and obtain cancellation of the Mortgage Insurance, (c) to have the Mortgage Insurance terminated automatically, and/or (d) to receive a refund of Mortgage Insurance premiums that were not earned at the time of such cancellation or termination.

11. Agreements About Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are assigned to and will be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds will be applied to restoration or repair of the Property if (a) the restoration or repair is economically feasible, and (b) Lender's security given in this Security Instrument is not lessened. During such repair and restoration period, Lender will have the right to use such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to verify that the work has been completed to Lender's satisfaction. However, the inspection will be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless Lender and I agree otherwise in writing or unless Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on the Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security given in this Security Instrument would be lessened, the Miscellaneous Proceeds will be applied to the Sums Secured, whether or not then due. The excess, if any, will be paid to me. Such Miscellaneous Proceeds will be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds will be applied to the Sums Secured, whether or not then due. The excess, if any, will be paid to

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the Sums Secured immediately before the partial taking, destruction, or loss in

exercising any of Lender's rights, to modify, or make any accommodations with regard to the terms of this Security Instrument or the Note without that Person's consent.

Subject to the provisions of Section 18 of this Security Instrument, any person who takes over my obligations under this Security Instrument in writing, and is approved by Lender in writing, will exercise my rights and will be obligated to keep all of my promises and agreements made in this Security Instrument. Borrower will not be released from Borrower's obligations and liabilities under this Security Instrument unless Lender agrees to such release in writing. Any Person who takes over Lender's rights or obligations under this Security Instrument will have all of Lender's rights and will be obligated to keep all of Lender's promises and agreements made in this Security Instrument except as provided under Section

14. Loan Charges. Lender may charge me fees for services performed in connection with my obligations for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. With regard to other fees, the fact that this Security Instrument does not expressly indicate that Lender may charge a certain fee does not mean that Lender cannot charge that fee. Lender may not charge fees that are prohibited by this Security Instrument or by Applicable Law.

Applicable Law is subject to Applicable Law which sets maximum loan charges, and that Applicable Law should be interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed permitted limits; (a) any such loan charge will be reduced by the amount necessary to bring the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. Lender may choose to make this refund by reducing the principal amount of the Note or by making a direct payment to Borrower. If a refund reduces principal, the amount will be treated as a partial prepayment without any prepayment charge (even if a prepayment charge is provided for under the Note). If I accept such a refund that is paid directly to me, I will waive my right to bring a lawsuit against Lender because of the overcharge.

15. Notices Required under this Security Instrument. All notices given by me or Lender in connection with this Security Instrument will be in writing. Any notice to me in connection with this Security Instrument is considered given to me when mailed by first class mail or when actually delivered to my notice address if sent by other means. Notice to any one Borrower will be notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address is the address of the Property. I may give notice to Lender of a different address. I will promptly notify Lender of my change of address. If Lender specifies a procedure for reporting my change of address, then I will only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated on the first page of this Security Instrument unless Lender has notified me in writing of another address. Any notice in connection with this Security Instrument is given to Lender when it is actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Law That Governs this Security Instrument; Word Usage. This Security Instrument is governed by federal law and the law of New York State. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law may allow the parties to agree by contract or it might be silent, but such silence does not mean that I and Lender cannot agree by contract. If any term of this Security Instrument or of the Note conflicts with Applicable Law, the conflict will not affect other provisions of this Security Instrument or the Note which are not affected, or be given effect, without the conflicting provision. This means that the Security Instrument will remain as if the conflicting provision did not exist.

Words used in this Security Instrument: (a) words of the masculine gender mean and include the corresponding words of the feminine and neuter genders; (b) words in the singular mean and include the plural and words in the plural mean and include the singular; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. I will be given one copy of the Note and of this Security Instrument.

18. Agreements about Lender's Rights If the Property Is Sold or Transferred. Lender may require immediate payment in full of all sums secured by this Security Instrument if all or any part of the Property or of any right in the Property, is sold or transferred without Lender's prior written permission.

100-12NY-005/2005/Rev. 01

Page 12 of 12

09/26/2006 11:14:39

Form 3033 1:01

18. If Borrower is not a natural Person and a beneficial interest in Borrower is sold or transferred without Lender's prior written permission, Lender also may require Immediate Payment in Full. However, this right shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

19. If Lender requires Immediate Payment in Full under this Section 18, Lender will give me a notice of default (the "notice"). The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is given to me in the manner required by Section 15 of this Security Instrument. If I do not make the required payment during that period, Lender may act to enforce this Security Instrument without giving me any further notice or demand for payment.

20. **Borrower's Right to Have Lender's Enforcement of this Security Instrument Discontinued.** If Lender has required Immediate Payment in Full, I may have the right to have enforcement of this Security Instrument stopped. I will have this right at any time before the earliest of: (a) five days before the Property under any power of sale granted by this Security Instrument; (b) another period as specified by Applicable Law might specify for the termination of my right to have enforcement of the Loan stopped; or (c) a judgment has been entered enforcing this Security Instrument. In order to have this right, I will meet the following conditions:

(a) I pay to Lender the full amount that then would be due under this Security Instrument and the fees as if Immediate Payment in Full had never been required;

(b) I correct my failure to keep any of my other promises or agreements made in this Security Instrument;

(c) I pay all of Lender's reasonable expenses in enforcing this Security Instrument including, for example, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and

(d) I do whatever Lender reasonably requires to assure that Lender's interest in the Property and my obligations under this Security Instrument and my obligations under the Note and under this Security Instrument continue unchanged.

21. Lender may require that I pay the sums and expenses mentioned in (a) through (d) in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, cashier's check or cashier's check drawn upon an institution whose deposits are insured by a federal government entity; or (d) Electronic Funds Transfer.

22. If I fulfill all of the conditions in this Section 19, then this Security Instrument will remain in full force and effect. If Immediate Payment in Full had never been required, However, I will not have the right to have enforcement of this Security Instrument discontinued if Lender has required Immediate Payment in Full under Section 18 of this Security Instrument.

23. **Note Holder's Right to Sell the Note or an Interest in the Note; Borrower's Right to Notice of Change of Loan Servicer; Lender's and Borrower's Right to Notice of Grievance.** The Note, or an interest in the Note, together with this Security Instrument, may be sold one or more times. I might not receive prior notice of these sales.

The entity that collects the Periodic Payments and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law is called the "Loan Servicer." There may be one or more changes of the Loan Servicer as a result of the sale of the Note. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. Applicable Law requires that I be given written notice of each change of the Loan Servicer. The notice will state the name and address of the new Loan Servicer, and the address to which I should make my payments. The notice also will contain any other information required by RESPA or Applicable Law. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to me will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

24. Neither I nor Lender may commence, join or be joined to any court action (as either an individual or a member of a class) that arises from the other party's actions pursuant to this Security Instrument, unless the other is notified in the manner required under Section 15 of this Security Instrument of the unfulfilled obligation and given a reasonable time period to take corrective action. If Applicable Law provides a time period which will elapse before certain action can be taken, that time

1006-611Y

Page 12 of 12

09/26/2006 11:14:39

Form 3033 1.01

shall be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and the notice to cure given to me under Section 22 and the notice of the demand for payment in full given to me under Section 22 will be deemed to satisfy the notice and opportunity to take corrective action under this Section 20. All rights under this paragraph are subject to Applicable Law.

21. Continuation of Borrower's Obligations to Maintain and Protect the Property. The federal and the laws of New York State that relate to health, safety or environmental protection are called "Environmental Law." Environmental Law classifies certain substances as toxic or hazardous. There are many substances that are considered hazardous for purposes of this Section 21. These substances are volatile organic compounds, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile organic materials containing asbestos or formaldehyde, and radioactive materials. The substances defined as toxic or hazardous by Environmental Law and the substances considered hazardous for purposes of this Section 21 are called "Hazardous Substances." "Environmental Cleanup" includes any response action, investigation or removal action, as defined in Environmental Law. An "Environmental Condition" is any condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup. I will not do anything affecting the Property that violates Environmental Law, and I will not allow anyone else to do so. I will not cause or permit Hazardous Substances to be present on the Property. I will not cause or store Hazardous Substances on the Property. I also will not dispose of Hazardous Substances on the Property, or release any Hazardous Substance on the Property, and I will not allow anyone else to do so. I will not do, nor allow anyone else to do, anything affecting the Property that: (a) is in violation of Environmental Law; (b) creates an Environmental Condition; or (c) which, due to the presence, use or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The promises in this paragraph do not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized as appropriate for normal residential use and maintenance of the Property (including, but not limited to, Hazardous Substances in consumer products). I may use or store these small quantities on the Property. In addition, unless Environmental Law requires removal or other action, the buildings, the improvements and the fixtures on the Property are permitted to contain asbestos and asbestos-containing materials if the asbestos and asbestos-containing materials are undisturbed and "non-friable" (that is, not easily crumbled by hand pressure). I will promptly give Lender written notice of: (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which I have actual knowledge; (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance; and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If I learn, or any governmental or regulatory agency or any private party, notifies me that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, I will promptly take all necessary remedial actions in accordance with Environmental Law.

My obligation in this Security Instrument creates an obligation on Lender for an Environmental Cleanup

NON-CONFIRM COVENANTS

I hereby promise and agree with Lender as follows:

22. Lender's Rights If Borrower Fails to Keep Promises and Agreements. Except as provided in Section 18 of this Security Instrument, if all of the conditions stated in subsections (a), (b) and (c) of this Section 22 are met, Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Security Instrument. Lender may do this without making any further demand for payment. This requirement is called "Immediate Payment in Full."

If Lender requires Immediate Payment in Full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and have the Property sold. At this sale Lender or another Person may acquire the Property. This is known as "Foreclosure and Sale." In any lawsuit for Foreclosure and Sale, Lender will have the right to collect all costs and disbursements and additional allowances allowed by Applicable Law and will have the right to add all reasonable attorneys' fees to

NY 1-12-43309-ccc

Page 14 of 17

09/26/2006 11:14:39

Form 3033 1-01

(c) I do not owe Lender, which fees shall become part of the Sums Secured.

(d) Lender may require Immediate Payment in Full under this Section 22 only if all of the following conditions are met:

(1) I fail to keep any promise or agreement made in this Security Instrument or the Note, including, but not limited to, the promises to pay the Sums Secured when due, or if another default occurs under this Security Instrument;

(2) Lender sends to me, in the manner described in Section 15 of this Security Instrument, a notice that states:

(i) The promise or agreement that I failed to keep or the default that has occurred;

(ii) The action that I must take to correct that default;

(iii) A date by which I must correct the default. That date will be at least 30 days from the date on which the notice is given;

(iv) That if I do not correct the default by the date stated in the notice, Lender may require Immediate Payment in Full, and Lender or another Person may acquire the Property by means of Foreclosure and Sale;

(v) That if I meet the conditions stated in Section 19 of this Security Instrument, I will have the right to have Lender's enforcement of this Security Instrument stopped and to have the Note and this Security Instrument remain fully effective as if Immediate Payment in Full had never been required; and

(vi) That I have the right in any lawsuit for Foreclosure and Sale to argue that I did keep my promises and agreements under the Note and under this Security Instrument, and to present any other defenses that I may have; and

(3) I do not correct the default stated in the notice from Lender by the date stated in that notice.

23. **Lender's Obligation to Discharge this Security Instrument.** When Lender has been paid all amounts due under the Note and under this Security Instrument, Lender will discharge this Security Instrument by delivering a certificate stating that this Security Instrument has been satisfied. I will pay all costs of recording the discharge in the proper official records. I agree to pay a fee for the discharge of this Security Instrument, if Lender so requires. Lender may require that I pay such a fee, but only if the fee is charged by a third party for services rendered and the charging of the fee is permitted by Applicable Law.

24. **Agreements about New York Lien Law.** I will receive all amounts lent to me by Lender subject to the provisions of Section 13 of the New York Lien Law. This means that I will: (a) hold all amounts when I receive and which I have a right to receive from Lender under the Note as a trust fund; (b) use those amounts to pay for "Cost of Improvement" (as defined in Section 13 of the New York Lien Law) before I use them for any other purpose. The fact that I am holding those amounts as a trust fund means that for any building or other improvement located on the Property, I have a special lien priority under the law to use the amount in the manner described in this Section 24.

25. **Borrower's Statement Regarding the Property** [check box as applicable].

☐ This Security Instrument covers real property improved, or to be improved, by a one or two family dwelling only.

☐ This Security Instrument covers real property principally improved, or to be improved, by one or more structures containing, in the aggregate, not more than six residential dwelling units with each dwelling unit having its own separate cooking facilities.

☐ This Security Instrument does not cover real property improved as described above.



NY-100

Page 15 of 17

09/26/2006 14:39

Form 3033 1-01

BY SIGNING BELOW, I accept and agree to the promises and agreements contained in pages 1
through 7 of this Security Instrument and in any Rider signed by me and recorded with it.

JEAN FREDERIC (Seal)
Borrower

MARIE FREDERIC (Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

STATE OF NEW YORK,

County ss:

Queens

26
Day

day of Sept 2006
Month Year

, before me, the

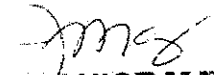
Notary Public in and for said state, personally appeared

Frederic

Jean + Marie Frederic

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the persons upon behalf of which the individual(s) acted, executed the instrument.

Notary Public


JANICE MAY
Notary Public, State of New York
No. 01MA6092415
Qualified In Queens County
Commission Expires May 13, 2007

Information BLOCK 78849 LOT 23 SECTION 3

7843

Kings County

JANICE MAY
Notary Public, State of New York
No. 01MA6092415
Qualified In Queens County
Commission Expires May 13, 2007

SEAL



09/26/2006 11:43:39 AM



09/26/2006 11:43:39 AM

Junction Abstract, Inc.

As Agent Of

United General Title Insurance Company

Schedule A Description

Number [REDACTED]

Page 1

ALL that certain plot, piece or parcel of land situate lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

Beginning at a point on the easterly side of East 45th Street, distant 355 feet southerly from the corner formed by the intersection of the southerly side of Avenue L with the easterly side of East 45th Street;

Running thence easterly parallel with Avenue L, 100 feet;

Thence southerly parallel with East 45th Street, 25 feet;

Thence westerly again parallel with Avenue L and part of the distance through a party wall, 100 feet to the easterly side of East 45th Street;

Thence northerly along the easterly side of East 45th Street, 25 feet to the point or place of beginning.

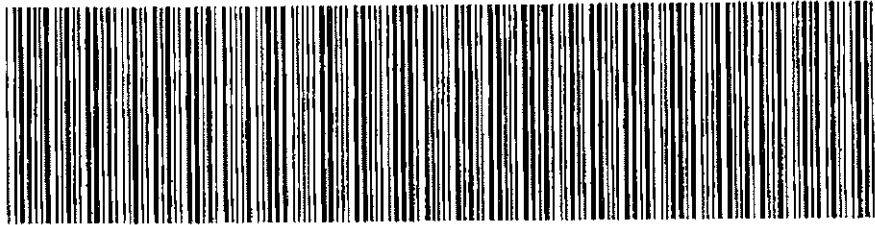
Herb Family Dwelling

Said premises is or will be improved
by a one or two family Dwelling only.

EXHIBIT D

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.


2014052300754001001E6519
RECORDING AND ENDORSEMENT COVER PAGE
PAGE 1 OF 2
Document ID: 2014052300754001
Document Date: 05-20-2014
Preparation Date: 05-23-2014
Document Type: ASSIGNMENT, MORTGAGE
Document Page Count: 1
PRESENTER:

CORELOGIC
1 CORELOGIC DR
MAILSTOP: ASGN
WESTLAKE, TX 76262
877-226-1155
BRATAYLOR@CORELOGIC.COM

RETURN TO:

CORELOGIC
1 CORELOGIC DR
MAILSTOP: ASGN
WESTLAKE, TX 76262
877-226-1155
BRATAYLOR@CORELOGIC.COM

Borough	Block	Lot	Unit	Address
BROOKLYN	7843	23	Entire Lot	1577 EAST 45TH STREET
Property Type: DWELLING ONLY - 1 FAMILY				

CROSS REFERENCE DATA
CRFN: 2006000578309
PARTIES
ASSIGNOR/OLD LENDER:

ARGENT MORTGAGE COMPANY LLC
1 CITY BLVD, SUITE 102
ORANGE, CA 92868

ASSIGNEE/NEW LENDER:

U S BANK NATIONAL ASSOCIATION
1800 TAPO CANYON ROAD
SIMI VALLEY, CA 93063

FEES AND TAXES
Mortgage :

Mortgage Amount:	\$	0.00
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Taxable Mortgage Amount:	\$	0.00
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Exemption:		
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TAXES: County (Basic):	\$	0.00
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City (Additional):	\$	0.00
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Spec (Additional):	\$	0.00
--------------------	----	------

TASF:	\$	0.00
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MTA:	\$	0.00
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NYCTA:	\$	0.00
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Additional MRT:	\$	0.00
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TOTAL:	\$	0.00
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Recording Fee:	\$	42.00
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Affidavit Fee:	\$	0.00
----------------	----	------

Filing Fee:

Filing Fee:	\$	0.00
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NYC Real Property Transfer Tax:	\$	0.00
---------------------------------	----	------

NYS Real Estate Transfer Tax:	\$	0.00
-------------------------------	----	------

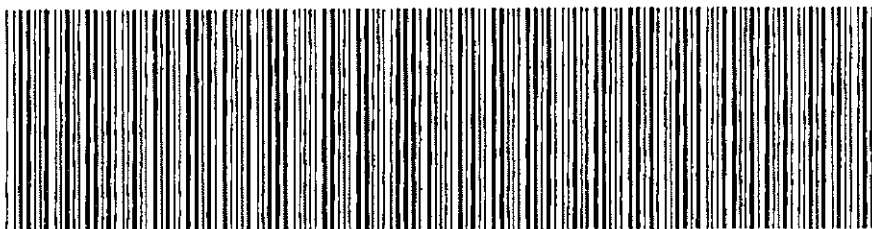
	\$	0.00
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**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

Recorded/Filed 06-02-2014 16:25
**City Register File No.(CRFN):
2014000188800**
City Register Official Signature

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.


2014052300754001001E6519
RECORDING AND ENDORSEMENT COVER PAGE
PAGE 1 OF 2
Document ID: 2014052300754001
Document Date: 05-20-2014
Preparation Date: 05-23-2014
Document Type: ASSIGNMENT, MORTGAGE
Document Page Count: 1
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1 CORELOGIC DR
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877-226-1155
BRATAYLOR@CORELOGIC.COM

				PROPERTY DATA	
Borough	Block	Lot	Unit	Address	
BROOKLYN	7843	23	Entire Lot	1577 EAST 45TH STREET	
Property Type: DWELLING ONLY - 1 FAMILY					

CROSS REFERENCE DATA
CRFN: 2006000578309
PARTIES
ASSIGNOR/OLD LENDER:

ARGENT MORTGAGE COMPANY LLC
1 CITY BLVD, SUITE 102
ORANGE, CA 92868

ASSIGNEE/NEW LENDER:

U S BANK NATIONAL ASSOCIATION
1800 TAPO CANYON ROAD
SIMI VALLEY, CA 93063

FEES AND TAXES
Mortgage :

Mortgage Amount:	\$	0.00
------------------	----	------

Taxable Mortgage Amount:	\$	0.00
--------------------------	----	------

Exemption:		
------------	--	--

TAXES: County (Basic):	\$	0.00
------------------------	----	------

City (Additional):	\$	0.00
--------------------	----	------

Spec (Additional):	\$	0.00
--------------------	----	------

TASF:	\$	0.00
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MTA:	\$	0.00
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NYCTA:	\$	0.00
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Additional MRT:	\$	0.00
-----------------	----	------

TOTAL:	\$	0.00
--------	----	------

Recording Fee:	\$	42.00
----------------	----	-------

Affidavit Fee:	\$	0.00
----------------	----	------

Filing Fee:

\$	0.00
----	------

NYC Real Property Transfer Tax:

\$	0.00
----	------

NYS Real Estate Transfer Tax:

\$	0.00
----	------

Recording Requested By:
 Bank of America
 Prepared By: Diana De Avila
 800-444-4302
 When recorded mail to:
 CoreLogic
 Mail Stop: ASGN
 1 CoreLogic Drive
 Westlake, TX 76262-9823

Property Address:
 1577 East 45th Street
 Brooklyn, NY 11234
 Property Location:
 Borough of BROOKLYN

This space for Recorder's use

ASSIGNMENT OF MORTGAGE

For Value Received, ARGENT MORTGAGE COMPANY LLC, the undersigned holder of the Mortgage described below (herein "Assignor") whose address is 1 CITY BLVD. SUITE # 102, ORANGE, CA 92868 does hereby grant, sell, assign, transfer and convey unto U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CITIGROUP MORTGAGE LOAN TRUST INC. ASSET-BACKED PASS- THROUGH CERTIFICATES SERIES 2007-AMC1 whose address is C/O BAC, M/C: CA6 -914-01-43, 1800 Tapo Canyon Road, Simi Valley, CA 93063 all beneficial interest under that certain security instrument described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said security instrument.

Beneficiary: ARGENT MORTGAGE COMPANY, LLC
 Made By: JEAN FREDERIC AND MARIE FREDERIC, HUSBAND AND WIFE
 Date of Mortgage: 9/26/2006
 Original Loan Amount: \$403,750.00
 Section: 3 Lot: 23 Block: 7843

Recorded in Kings County, NY on: 10/16/2006, book N/A, page N/A and instrument number 2006000578309

This assignment is not subject to the requirements of Section 275 of the Real Property Law because it is an assignment within the secondary mortgage market.

This Mortgage has not been assigned unless otherwise stated below:

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on Dated:

MAY 20 2014

ARGENT MORTGAGE COMPANY LLC

By: Beverly Brooks
 Assistant Vice President

State of California
 County of Ventura

On MAY 20 2014 before me, Sonia Delfin, Notary Public, personally appeared Beverly Brooks, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public: Sonia Delfin
 My Commission Expires: 9/6/14



SEAL

EXHIBIT

E

B6D (Official Form 6D) (12/07)

In re **Jean K. Frederic,
Marie F. Frederic**

Case No. _____

Debtors

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

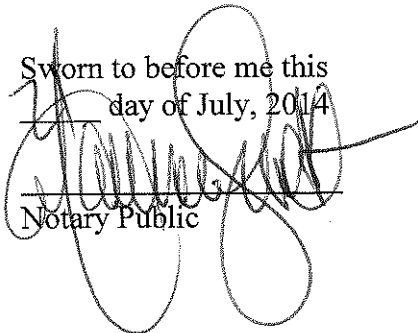
CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	H U S B A N D W I F E J O I N T C O M M U N I T Y	D A T E C L A I M W A S I N C U R R E D, N A T U R E O F L I E N, A N D D E S C R I P T I O N A N D V A L U E O F P R O P E R T Y S U B J E C T T O L I E N	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	A M O U N T O F C L A I M W I T H O U T D E D U C T I N G V A L U E O F C O L L A T E R A L	U N S E C U R E D P O R T I O N, I F A N Y
Account No. [REDACTED] Bank Of America, N.a. 450 American St Simi Valley, CA 93065		J	Opened 9/01/06 Last Active 3/21/12 Mortgage Location: 1577 East 45 ST, Brooklyn NY 11234 Value \$ 372,800.00				403,026.00	30,226.00
Account No. [REDACTED] FRENKEL, LAMBERT, WEISS, 20 WEST MAIN ST Bay Shore, NY 11706			Representing: Bank Of America, N.a. Value \$				Notice Only	
Account No. 			 Value \$					
Account No. 			 Value \$					
Subtotal (Total of this page)							403,026.00	30,226.00
Total (Report on Summary of Schedules)							403,026.00	30,226.00

0 continuation sheets attached

Office of the United States Trustee
Eastern District of New York (Brooklyn Office)
U.S. Federal Office Building
201 Varick Street, Suite 1006
New York, NY 10014

The above parties were served by depositing a true copy of same enclosed in a post-paid properly addressed wrapper, in a post office-official depository under the exclusive care and custody of the United States Postal Service within the State of New York.


Patrick Lamberti

Sworn to before me this
____ day of July, 2014


Notary Public

MAUREEN SCHMIDT
Notary Public, State of New York
No. 01SC6119224
Qualified in Suffolk County
Commission Expires November 29, 2016